

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA  
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 22	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	INTOXILYZER MAINTENANCE CONTRACT FOB: Destination PURCHASE REQUEST NUMBER: AX000062370001		Months		
NET AMT					\$0.00

**BASE YEAR, PERIOD OF PERFORMANCE: 1 NOV 06 – 31 OCT 07**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	INTOXILYZER MAINTENANCE INCLUDING UNLIMITED SITE VISITS TO RED RIVER ARMY DEPOT FOR ROUTINE INSPECTIONS & REPAIR CALLS, LABOR TO MAINTAIN & REPAIR EQUIPMENT, CALIBRATE & REPAIR INSTRUMENTS, "LOANER" INTOXILYZER IF EQUIPMENT IS DOWN, OR IN FOR REPAIRS, MAINTENANCE OF ALL RECORDS GENERATED BY EQUIPMENT & OPERATORS, ANNUAL RECERTIFICATION TRAINING OF OPERATORS, & TELEPHONIC OR WRITTEN CORRESPONDENCE OR OTHER ADMINISTRATIVE COSTS, CHARGED PER MONTH. FOB: Destination PURCHASE REQUEST NUMBER: AX000062370001 FIRM FIXED PRICE	12	Months	\$850.00	\$10,200.00
NET AMT					\$10,200.00
ACRN AB CIN: X00000623700010001AA					\$10,200.00

**BASE YEAR, PERIOD OF PERFORMANCE: 1 NOV 06 – 31 OCT 07**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	REPAIRS - PARTS ONLY FOR ANY REPAIRS NEEDED TO EQUIPMENT. INVOICED AS REPAIRS ARE NEEDED THROUGHOUT THE YEAR. FOB: Destination PURCHASE REQUEST NUMBER: AX000062370001 FIRM FIXED PRICE	1	Years	\$750.00	\$750.00
NET AMT					\$750.00
ACRN AB CIN: X00000623700010001AB					\$750.00

**BASE YEAR, PERIOD OF PERFORMANCE: 1 NOV 06 – 31 OCT 07**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	INITIAL CERTIFICATION OF BREATH TEST OPERATORS. ONE CLASS (UP TO 20 MEMBERS); CLASSROOM TRAINING, PLUS ALL SUPPLIES & MATERIALS FOR CLASS ATTENDEES. INTENSIVE CLASS THAT LEADS TO CERTIFICATION AS A BREATH TEST OPERATOR FOR RED RIVER ARMY DEPOT. STUDENTS WILL RECEIVE CERTIFICATION AT COMPLETION OF CLASS. FOB: Destination PURCHASE REQUEST NUMBER: AX000062370001 FIRM FIXED PRICE	1	Each	\$5,000.00	\$5,000.00
NET AMT					\$5,000.00
ACRN AB CIN: X00000623700010002AC					\$5,000.00

**BASE YEAR, PERIOD OF PERFORMANCE: 1 NOV 06 – 31 OCT 07**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	INTOXILYZER MAINTENANCE CONTRACT FFP FOB: Destination PURCHASE REQUEST NUMBER: AX000072370001		Months		
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	INTOXILYZER MAINTENANCE FFP INCLUDING UNLIMITED SITE VISITS TO RED RIVER ARMY DEPOT FOR ROUTINE INSPECTIONS & REPAIR CALLS, LABOR TO MAINTAIN & REPAIR EQUIPMENT, CALIBRATE & REPAIR INSTRUMENTS, "LOANER" INTOXILYZER IF EQUIPMENT IS DOWN, OR IN FOR REPAIRS, MAINTENANCE OF ALL RECORDS GENERATED BY EQUIPMENT & OPERATORS, ANNUAL RECERTIFICATION TRAINING OF OPERATORS, & TELEPHONIC OR WRITTEN CORRESPONDENCE OR OTHER ADMINISTRATIVE COSTS, CHARGED PER MONTH. FOB: Destination PURCHASE REQUEST NUMBER: AX000072370001	12	Months	\$935.00	\$11,220.00
NET AMT					\$11,220.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		1	Years	\$750.00	\$750.00
OPTION	REPAIRS - PARTS ONLY FOR ANY FFP REPAIRS NEEDED TO EQUIPMENT. INVOICED AS REPAIRS ARE NEEDED THROUGHOUT THE YEAR. FOB: Destination PURCHASE REQUEST NUMBER: AX000072370001				

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NET AMT	\$750.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		1	Each	\$5,000.00	\$5,000.00
OPTION	INITIAL CERTIFICATION OF BREATH TEST FFP OPERATORS. ONE CLASS (UP TO 20 MEMBERS); CLASSROOM TRAINING, PLUS ALL SUPPLIES & MATERIALS FOR CLASS ATTENDEES. INTENSIVE CLASS THAT LEADS TO CERTIFICATION AS A BREATH TEST OPERATOR FOR RED RIVER ARMY DEPOT. STUDENTS WILL RECEIVE CERTIFICATION AT COMPLETION OF CLASS. FOB: Destination PURCHASE REQUEST NUMBER: AX000072370001				

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NET AMT	\$5,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	INTOXILYZER MAINTENANCE CONTRACT FFP FOB: Destination PURCHASE REQUEST NUMBER: AX000082370001		Months		
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	INTOXILYZER MAINTENANCE FFP INCLUDING UNLIMITED SITE VISITS TO RED RIVER ARMY DEPOT FOR ROUTINE INSPECTIONS & REPAIR CALLS, LABOR TO MAINTAIN & REPAIR EQUIPMENT, CALIBRATE & REPAIR INSTRUMENTS, "LOANER" INTOXILYZER IF EQUIPMENT IS DOWN, OR IN FOR REPAIRS, MAINTENANCE OF ALL RECORDS GENERATED BY EQUIPMENT & OPERATORS, ANNUAL RECERTIFICATION TRAINING OF OPERATORS, & TELEPHONIC OR WRITTEN CORRESPONDENCE OR OTHER ADMINISTRATIVE COSTS, CHARGED PER MONTH. FOB: Destination PURCHASE REQUEST NUMBER: AX000082370001	12	Months	\$935.00	\$11,220.00
NET AMT					\$11,220.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		1	Years	\$1,000.00	\$1,000.00
OPTION	REPAIRS - PARTS ONLY FOR ANY FFP REPAIRS NEEDED TO EQUIPMENT. INVOICED AS REPAIRS ARE NEEDED THROUGHOUT THE YEAR. FOB: Destination PURCHASE REQUEST NUMBER: AX000082370001				

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NET AMT	\$1,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC		1	Each	\$5,000.00	\$5,000.00
OPTION	INITIAL CERTIFICATION OF BREATH TEST FFP OPERATORS. ONE CLASS (UP TO 20 MEMBERS); CLASSROOM TRAINING, PLUS ALL SUPPLIES & MATERIALS FOR CLASS ATTENDEES. INTENSIVE CLASS THAT LEADS TO CERTIFICATION AS A BREATH TEST OPERATOR FOR RED RIVER ARMY DEPOT. STUDENTS WILL RECEIVE CERTIFICATION AT COMPLETION OF CLASS. FOB: Destination PURCHASE REQUEST NUMBER: AX000082370001				

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NET AMT	\$5,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	INTOXILYZER MAINTENANCE CONTRACT FFP FOB: Destination PURCHASE REQUEST NUMBER: AX000092370001		Months		
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	INTOXILYZER MAINTENANCE FFP INCLUDING UNLIMITED SITE VISITS TO RED RIVER ARMY DEPOT FOR ROUTINE INSPECTIONS & REPAIR CALLS, LABOR TO MAINTAIN & REPAIR EQUIPMENT, CALIBRATE & REPAIR INSTRUMENTS, "LOANER" INTOXILYZER IF EQUIPMENT IS DOWN, OR IN FOR REPAIRS, MAINTENANCE OF ALL RECORDS GENERATED BY EQUIPMENT & OPERATORS, ANNUAL RECERTIFICATION TRAINING OF OPERATORS, & TELEPHONIC OR WRITTEN CORRESPONDENCE OR OTHER ADMINISTRATIVE COSTS, CHARGED PER MONTH. FOB: Destination PURCHASE REQUEST NUMBER: AX000092370001	12	Months	\$935.00	\$11,220.00
NET AMT					\$11,220.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB		1	Years	\$1,000.00	\$1,000.00
OPTION	REPAIRS - PARTS ONLY FOR ANY FFP REPAIRS NEEDED TO EQUIPMENT. INVOICED AS REPAIRS ARE NEEDED THROUGHOUT THE YEAR. FOB: Destination PURCHASE REQUEST NUMBER: AX000092370001				

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NET AMT	\$1,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC		1	Each	\$5,000.00	\$5,000.00
OPTION	INITIAL CERTIFICATION OF BREATH TEST FFP OPERATORS. ONE CLASS (UP TO 20 MEMBERS); CLASSROOM TRAINING, PLUS ALL SUPPLIES & MATERIALS FOR CLASS ATTENDEES. INTENSIVE CLASS THAT LEADS TO CERTIFICATION AS A BREATH TEST OPERATOR FOR RED RIVER ARMY DEPOT. STUDENTS WILL RECEIVE CERTIFICATION AT COMPLETION OF CLASS. FOB: Destination PURCHASE REQUEST NUMBER: AX000092370001				

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NET AMT	\$5,000.00
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## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government

0001AC Destination	Government	Destination	Government
1001 Destination	Government	Destination	Government
1001AA Destination	Government	Destination	Government
1001AB Destination	Government	Destination	Government
1001AC Destination	Government	Destination	Government
2001 Destination	Government	Destination	Government
2001AA Destination	Government	Destination	Government
2001AB Destination	Government	Destination	Government
2001AC Destination	Government	Destination	Government
3001 Destination	Government	Destination	Government
3001AA Destination	Government	Destination	Government
3001AB Destination	Government	Destination	Government
3001AC Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2006 TO 31-OCT-2007	N/A	RED RIVER ARMY DEPOT M/F BLDG 595 DIR FOR EMERGENCY SERVICES TEXARKANA TX 75559-5000 FOB: Destination	W911RQ
0001AA	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AB	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AC	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001	POP 01-NOV-2007 TO 31-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AA	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AB	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AC	POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001	POP 01-NOV-2008 TO 31-OCT-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

2001AA POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AB POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AC POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001 POP 01-NOV-2006 TO 31-OCT-2009	N/A	RED RIVER ARMY DEPOT M/F BLDG 21 100 MAIN DRIVE TEXARKANA TX 75507-5000 FOB: Destination	W911RQ
3001AA POP 01-NOV-2009 TO 31-OCT-2010	N/A	RED RIVER ARMY DEPOT M/F BLDG 595 DIR FOR EMERGENCY SERVICES TEXARKANA TX 75559-5000 FOB: Destination	W911RQ
3001AB POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AC POP 01-NOV-2006 TO 31-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

## ACCOUNTING AND APPROPRIATION DATA

AB: 97X4930AAPP6D      2571X00000X00000623700015RX000041117  
 AMOUNT: \$15,950.00  
 CIN X00000623700010001AA: \$10,200.00  
 CIN X00000623700010001AB: \$750.00  
 CIN X00000623700010002AC: \$5,000.00

## CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.246-1	Contractor Inspection Requirements	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998

## CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Removed].

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_XX\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_XX\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

\_XX\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_XX\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_XX\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_XX\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

\_XX\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_XX\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.213-3 NOTICE TO SUPPLIER (APR 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**  
Employee Class Monetary Wage-Fringe Benefits



**MEDICAL LABORATORY TECHNICIAN, \$13.51 PER HOUR, WAGE DETERMINATION 05-2235 REV (01)**

(End of clause)

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR  
REGISTRATION (OCT 2003)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.232-4001 ELECTRONIC FUND TRANSFER

The government payment office has determined that payment under this contract will be made by Electronic Funds Transfer (EFT). This determination is made in accordance with FAR Clause 52.232-33 and is effective no later than 1 October 1997.

#### 52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.

6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).

7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.

8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

Invoice must be marked "Original".

Mail or fax all invoices to the following address:

DFAS - Rock Island Operating Location  
ATTN: DFAS-RI-FPV Bldg 68  
Rock Island, IL 61299-8300

FAX: 877-426-4270

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **RED RIVER ARMY DEPOT, DIRECTORATE FOR CONTRACTING, BLDG. 431, ATTN: CHARLIE D. HARRIS, JR., TEXARKANA, TX 75507-5000**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot  
Texarkana, Texas

#### 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)